

FC CORPORATION SYSTEM  
F99000004798

CORPORATION(S) NAME

Surviving corporation: Mattress Giant Corporation et al 29 Companies

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

01 JAN 26 PM 2:02

FILED

200003582592--4  
-01/26/01--01150--001  
\*\*\*1058.75 \*\*\*1058.75

- Profit
- Nonprofit
- Foreign
- Limited Partnership
- LLC
- Certified Copy
- Call When Ready
- Walk In
- Mail Out
- Amendment
- Dissolution/Withdrawal
- Reinstatement
- Annual Report
- Name Registration
- Fictitious Name
- Photocopies
- Merger
- Mark
- Other
- Change of RA
- UCC
- CUS
- After 4:30
- Pick Up

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
Document \_\_\_\_\_  
Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

1/26/01

M.S.

Order#: 3529326

Ref#: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

RECEIVED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

01 JAN 26 PM 12:30

RECEIVED

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

APR 11/30/01  
#00789, 00572, 02209, 00672

HIALEAH MATTRESS CORP., a Florida corporation L72528  
LWJ MATTRESS CORP., a Florida corporation P97000017383  
MATTRESS CENTER, INC., a Florida corporation L36764  
MATTRESS GIANT OF SOUTH FLORIDA, INC., a Florida corporation S28411  
N.P.B. MATTRESS CORP., a Florida corporation P96000020627  
OAKLAND MATTRESS CORP., a Florida corporation J56902  
OAKWOOD MATTRESS CORP., a Florida corporation P94000078857  
\*\*CORAL MATTRESS CORP., a Florida corporation P93000000419  
WEST PINES MATTRES CORP., a Florida corporation P97000102533  
FLMG MATTRESS CORP., a Florida corporation P97000037500  
PALM BEACH MATTRESS CORP., a Florida corporation P94000072554  
MATTRESS MAGIC, INC., a Florida corporation P96000045970  
AMERICAN MATTRESS, INC., a Florida corporation V19740  
BISCAYNE MATTRESS CORPORATION, a Florida corporation P98000020352  
BOCA MATTRESS CORP., a Florida corporation S80752  
BOYNTON MATTRESS CORP., a Florida corporation P94000055608  
CUTLER MATTRESS CORP., a Florida corporation P98000020392  
DADELAND MATTRESS CORP., a Florida corporation L27070  
FALLS MATTRESS CORP., a Florida corporation P92000010181  
PALMETTO MATTRESS CORPORATION, a Florida corporation P98000002008  
PGA MATTRESS CORP., a Florida corporation P97000010606  
PINES MATTRESS CORP., a Florida corporation V20390  
SAWGRASS MATTRESS CORP., a Florida corporation P96000028591  
SPRINGS MATTRESS CORP., a Florida corporation P94000055604  
TWM.. CORP., a Florida corporation G98402  
UMG MATTRESS CORP., a Florida corporation P97000067492  
MEMG MATTRESS CORP., a Florida corporation P97000067487  
SLEEP GIANT, INC., a Florida corporation S37920  
HALLANDALE MATTRESS CORP., a Florida corporation P93000043575  
INTO  
MATTRESS GIANT CORPORATION, a Texas entity F99000004798

File date: January 26, 2001  
Corporate Specialist Annette Ramsey

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 29, 2001

CT Corporation System  
660 East Jefferson St.  
Tallahassee, FL 32301

SUBJECT: MATTRESS MAGIC, INC.  
Ref. Number: P96000045970

We have received your document for MATTRESS MAGIC, INC. and your check(s) totaling \$1058.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

In order to file your document, the subject entity must first be reinstated.

The total amount due to reinstate is \$900.00.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 201A00005125

**ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FILED  
01 JAN 26 PM 2:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the **surviving** corporation is:

Name Jurisdiction  
MATTRESS GIANT CORPORATION TEXAS

**Second:** The name and jurisdiction of each **merging** corporation is:

Name Jurisdiction  
SEE ATTACHED EXHIBIT A

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**Third:** The Plan of Merger is attached. SEE ATTACHED EXHIBIT B

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

**OR** 01 / 26 / 01 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on DECEMBER 28, 2000 and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on DECEMBER 28, 2000.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.


*(Attach additional sheets if necessary)*

Seventh: **SIGNATURES FOR EACH CORPORATION**


<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
SEE ATTACHED SIGNATURE PAGES		

**PLAN OF MERGER**  
**(Non Subsidiaries)**

AMERICAN MATTRESS, INC.  
BISCAYNE MATTRESS CORPORATION  
BOCA MATTRESS CORP.  
BOYNTON MATTRESS CORP.  
CORAL MATTRESS CORP.  
CUTLER MATTRESS CORP.  
DADELAND MATTRESS CORP.  
FALLS MATTRESS CORP.  
FLMG MATTRESS CORP.  
HALLANDALE MATTRESS CORP.  
HIALEAH MATTRESS CORP.  
LWJ MATTRESS CORP.  
MATTRESS CENTER, INC.  
MATTRESS GIANT OF SOUTH FLORIDA, INC.  
MATTRESS MAGIC, INC.  
MBMG MATTRESS CORP.  
N.P.B. MATTRESS CORP.  
OAKLAND MATTRESS CORP.  
OAKWOOD MATTRESS CORP.  
PALM BEACH MATTRESS CORP.  
PALMETTO MATTRESS CORPORATION  
PGA MATTRESS CORP.  
PINES MATTRESS CORP.  
SAWGRASS MATTRESS CORP.  
SLEEP GIANT, INC.  
SPRINGS MATTRESS CORP.  
TWM CORP.  
UMG MATTRESS CORP.  
WEST PINES MATTRESS CORP.

BY:   
\_\_\_\_\_  
PHIL LANG, PRESIDENT  
December 28, 2000

MATTRESS GIANT CORPORATION

BY:   
\_\_\_\_\_  
PHIL LANG, PRESIDENT  
December 28, 2000

**EXHIBIT A**

<b>Name of Each Merging Corporation</b>	<b>Jurisdiction of Each Merging Corporation</b>
American Mattress, Inc.	Florida
Biscayne Mattress Corporation	Florida
Boca Mattress Corp.	Florida
Boynton Mattress Corp.	Florida
Coral Mattress Corp.	Florida
Cutler Mattress Corp.	Florida
Dadeland Mattress Corp.	Florida
Falls Mattress Corp.	Florida
FLMG Mattress Corp.	Florida
Hallandale Mattress Corp.	Florida
Hialeah Mattress Corp.	Florida
LWJ Mattress Corp.	Florida
Mattress Center, Inc.	Florida
Mattress Giant of South Florida, Inc.	Florida
Mattress Magic, Inc.	Florida
MBMG Mattress Corp.	Florida
N.P.B. Mattress Corp.	Florida
Oakland Mattress Corp.	Florida
Oakwood Mattress Corp.	Florida
Palm Beach Mattress Corp.	Florida
Palmetto Mattress Corporation	Florida
PGA Mattress Corp.	Florida
Pines Mattress Corp.	Florida
Sawgrass Mattress Corp.	Florida

Sleep Giant, Inc.	Florida
Springs Mattress Corp.	Florida
TWM Corp.	Florida
UMG Mattress Corp.	Florida
West Pines Mattress Corp.	Florida



**EXHIBIT B**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 28, 2000, is made and entered into by and among Mattress Giant Corporation, a Texas corporation (the "Texas Corporation"), and the New Hampshire, Florida and Pennsylvania corporations listed on Exhibit A attached hereto (the "Non-Texas Corporations," and together with the Company, the "Parties").

**WHEREAS**, the Board of Directors of the Company deem it advisable and in the best interests of the Company that the Non-Texas Corporations merge with and into the Company upon the terms and conditions provided herein; and

**WHEREAS**, all of the respective Boards of Directors of the Non-Texas Corporations deems it advisable and in the best interests of the Non-Texas Corporations that the Non-Texas Corporations merge with and into the Company upon the terms and conditions provided herein;

**NOW, THEREFORE**, in consideration of the foregoing and the agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I.

#### THE MERGER

**1.1 The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as hereafter defined), the Non-Texas Corporations shall merge with and into the Company (the "Merger"), and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation"), and the separate existence of the Non-Texas Corporations shall cease.

**1.2 Filing Articles of Merger.** The Company shall cause Articles of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Texas, the Secretary of State of the State of New Hampshire, the Secretary of State of the State of Florida and the Secretary of State of the State of Pennsylvania in accordance with the Texas Business Corporation Act, New Hampshire Business Corporation Act, Florida Business Corporation Act and Pennsylvania Business Corporation Law, respectively.

**1.3 Effective Time.** The Merger shall become effective at 4 p.m., central standard time, on January 26, 2001 (the "Effective Time").

**1.4 Certificate of Incorporation of the Surviving Corporation.** From and after the Effective Time, the Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until thereafter amended as provided by law.

**1.5 Bylaws.** From and after the Effective Time, the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

**1.6 Directors.** The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation or as otherwise provided by law.

**1.7 Officers.** The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

**1.8 Additional Actions.** Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of the Texas Business Corporation Act, New Hampshire Business Corporation Act, Florida Business Corporation Act and Pennsylvania Business Corporation Law. If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record in the Surviving Corporation, its right, title or interest in, to or under any of the rights, properties or assets of the Company or any of the Non-Texas Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company and each of the Non-Texas Corporations, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Company and each of the Non-Texas Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

**1.9 Capital Stock of the Company and Capital Stock of the Non-Texas Corporations.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Parties or their shareholders, as applicable, (i) each share of capital stock of each of the Non-Texas Corporations outstanding immediately prior to the Effective Time shall be cancelled and retired and all rights in respect thereof shall cease to exist and (ii) each share of capital stock of the Company outstanding immediately prior to the Effective Time shall remain outstanding.

**1.10 Succession** At the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers, immunities and franchises, and shall be subject to

all the restrictions, disabilities and duties, of the Non-Texas Corporations, and all the property, real, personal and mixed, of the Non-Texas Corporations, and all debts due to any of the Non-Texas Corporations shall be vested in the Company without the necessity for any separate transfer. The Company shall thereafter be responsible and liable for all debts, liabilities and duties of the Non-Texas Corporations, and neither the rights of creditors nor any liens on the property of the Non-Texas Corporations shall be impaired by the Merger.

## ARTICLE II.

### CONDITIONS, COVENANTS AND AGREEMENTS

**2.1 Conditions Precedent.** The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of following condition:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality that prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

**2.2 Shareholder Approval.** The execution and delivery of this Agreement by the Company and each Corporation and the consummation by the Company and each Corporation of the transactions contemplated hereby or thereby have been approved by the shareholders of the Company and each Corporation pursuant to the applicable provisions of the Texas Business Corporation Act, New Hampshire Business Corporation Act, Florida Business Corporation Act and Pennsylvania Business Corporation Law.

**2.3 Assumption by the Company.** The Company covenants and agrees that as the Surviving Corporation, it shall be liable for all the obligations of each of the Non-Texas Corporations outstanding as of the Effective Time and hereby expressly assumes all such obligations as of the Effective Time including all applicable fees and franchise taxes.

## ARTICLE III.

### TERMINATION AND AMENDMENT

**3.1 Termination.** This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of the Company or the Board of Directors of any of the Non-Texas Corporations if any such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither the Company or the Non-

Texas Corporations, nor their respective shareholders, directors or officers, shall have any liability with respect to such termination and abandonment.

**3.2 Amendment.** At any time prior to the Effective Time, this Agreement may, to the extent permitted by the Texas Business Corporation Act, New Hampshire Business Corporation Act, Florida Business Corporation Act and Pennsylvania Business Corporation Law be supplemented, amended or modified by the mutual consent of the respective parties to this Agreement.

#### **ARTICLE IV.**

##### **MISCELLANEOUS**

**4.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**4.2 Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

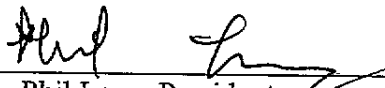
**4.3 Entire Agreement.** This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**SURVIVING CORPORATION:**

**Mattress Giant Corporation**

By:   
Phil Lang, President


**NON-TEXAS CORPORATIONS:**

**Maximum Mattress, Inc.  
Nationwide Furniture Rentals  
& Sales, Inc.  
Nationwide Mattress Giant, Inc.  
PGA Mattress Corp.**

pl

**American Mattress, Inc.  
Biscayne Mattress Corporation  
Boca Mattress Corp.  
Boynton Mattress Corp.  
Coral Mattress Corp.  
Cutler Mattress Corp.  
Dadeland Mattress Corp.  
Falls Mattress Corp.  
FLMG Mattress Corp.  
Hallandale Mattress Corp.  
Hialeah Mattress Corp.  
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Mattress Center, Inc.  
Mattress Giant of South Florida, Inc.  
Mattress Magic, Inc.  
MBMG Mattress Corp.  
N.P.B. Mattress Corp.  
Oakland Mattress Corp.  
Oakwood Mattress Corp.  
Palm Beach Mattress Corp.  
Palmetto Mattress Corporation  
Pines Mattress Corp.  
Sawgrass Mattress Corp.  
Sleep Giant, Inc.  
Springs Mattress Corp.  
TWM Corp.  
UMG Mattress Corp.  
West Pines Mattress Corp.  
~~Mattress Giant Corporation~~**

pl

By:   
Phil Lang, President

**EXHIBIT A**

**NAME OF CORPORATION**

**STATE OF FORMATION**

American Mattress, Inc.	Florida
Biscayne Mattress Corporation	Florida
Boca Mattress Corp.	Florida
Boynton Mattress Corp.	Florida
Coral Mattress Corp.	Florida
Cutler Mattress Corp.	Florida
Dadeland Mattress Corp.	Florida
Falls Mattress Corp.	Florida
FLMG Mattress Corp.	Florida
Hallandale Mattress Corp.	Florida
Hialeah Mattress Corp.	Florida
LWJ Mattress Corp.	Florida
Mattress Center, Inc.	Florida
Mattress Giant of South Florida, Inc.	Florida
Mattress Magic, Inc.	Florida
Maximum Mattress, Inc.	New Hampshire
MBMG Mattress Corp.	Florida
Nationwide Furniture Rentals & Sales, Inc.	Pennsylvania
Nationwide Mattress Giant, Inc.	Pennsylvania
N.P.B. Mattress Corp.	Florida
Oakland Mattress Corp.	Florida
Oakwood Mattress Corp.	Florida
Palm Beach Mattress Corp.	Florida
Palmetto Mattress Corporation	Florida
PGA Mattress Corp.	Florida
Pines Mattress Corp.	Florida
Sawgrass Mattress Corp.	Florida
Sleep Giant, Inc.	Florida
Springs Mattress Corp.	Florida
TWM Corp.	Florida
UMG Mattress Corp.	Florida
West Pines Mattress Corp.	Florida